10192 Bank of America 515 So. Flower St. Bank of America Customer Connection Bank of America, N.A. Allants, Dekath County, Georgia Technology Corporation Los Angeles, California 90071 AECOM-AECOM ENTERFRISES-AECOM GOVERNMENT SERVICES, INC-CTE ENGINEERS-ADMIM AVIATION-ADMIM-HARRIS-ADMIMH-N-ECI-FRII CSI-MCCLIER CORP-METCALF & EDDY-P&D CONSULTANTS-SPILLIS CANDELA DMIM-TURNER COLLIE & BRADEN-WF CASTELLA DOLLARS \$20,000.00 PAY TWESTY ANDUGE BOOMB-09/ MAESTRO CONSULTING

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AUTHORIZED AGENT

AUTHORIZED AGENT

DETACH AND RETAIN THIS STATEMENT
THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED BELOW
IF NOT CORRECT PLEASE NOTIFY US PROMPTLY NO RECEIPT DESIRED 10192 AECOM AMOUNT DESCRIPTION INVOICE NO. OICE DATE 20,000.00 EGESOVERNECHTEEXPRESS TO JOE MOSS 0/13/04 841169851 UPS APR 1 3 2004 CCSI-A/P

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☐ P&D ☐ TCB ·☐ MCCUER ☑ M&E		Request Date: Requested by:	April 13,2004 (b)(6), (b) (7)(C)	
ATCS		Phone #	781-224-6235	
Payee Information				
Name Maestro Consulting			Amount \$	20,000.00
			Involce Date	
Address			Invoice No.	
City State	Zip Code		Date Needed	04/14/04
Check Description: Consulting fee			(Required)	
Single Check	· · · · · · · · · · · · · · · · · · ·			
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		p - Name / Phone #		
i <u>-</u>				Suite 1104
✓ Other: Via overnight express 1201 Peachtree St. Ni			oo colony od blug e	7010 1104
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Approval				
Requestor's Signature: (b)(6), (b) (7)(0	C)	fre	1/035 Dat	te: 04/13/04
Authorized Signature: See Attached		, , ,	Dat	ie;
Authorized Signature: (b)(6), (b) (7)(C)	fr. D	Oam'san Dat	e: 4/18/04
AP Use Only				
Vendor Number :		Voucher Number:		
Entered by:		Reviewed by:		
minutes.				
l .				

Note: Attach support documentation

AGREEMENT

THIS AGREEMENT made and entered into as of this 5th day of January, 2004 by and between METCALF & EDDY, INC., a corporation organized under the laws of the State of Delaware, U.S.A., and having its principal offices at Wakefield, Massachusetts, hereinafter referred to as the "Company" and Maestro Associates, hereinafter referred to as the "Consultant".

WITNESSETH:

WHEREAS, the Consultant possesses certain qualifications and capabilities that are beneficial to the Company, and;

WHEREAS, the Company desires to avail itself of the benefits of said Consultant's advice, recommendations, and other personal services which Consultant is capable of rendering.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, it is mutually agreed by and between the parties hereto as follows:

- t. In total consideration of the sums hereinafter described to be paid by Company to Consultant, Consultant agrees to provide its services to the Company on such occasions, at such locations, and at such hours as appear reasonable under the circumstances, and which are mutually agreeable to the parties thereto, for a term commencing on the date first herein above written and terminating on February 29, 2004, unless sooner terminated pursuant to Article 4 or extended by agreement of the parties.
- Consultant shall assist the Company by providing assistance in understanding infrastructure
 markets in Michigan. Consultant agrees that during the term of this Agreement, it will not
 undertake any business development or representation for Company outside the scope of this
 Agreement except as specifically requested or authorized by Company.
- 3. In total consideration for the services described herein to be furnished and provided by Consultant, Company shall pay to Consultant compensation as follows:
 - (a) The total amount due for all services described herein shall be an amount of Twenty Thousand Dollars (\$20,000.00).
 - (b) The Consultant's fee shall be inclusive of all costs and expenses related to the performance of the services described herein.
- 4. Notwithstanding any other provisions of this Agreement, Company and Consultant shall have the right, at their sole option, without cause, and without incurring liability for damages, to terminate this Agreement by giving the other thirty (30) days advance written notice. In the event either party exercises said option, Consultant shall be paid the consulting fee earned and reimbursable expenses incurred as of the date of such termination of this Agreement in an amount calculated in accordance with the provisions of Paragraph 3 hereof and hereby waives any right or claim to

any other or additional sum of money. Such waiver is a material condition of Company's willingness to undertake this relationship with Consultant.

- 5. Inasmuch as this is an agreement for the personal services of Consultant, the rights, benefits, privileges, obligations and responsibilities of Consultant may not be assigned or transferred to a third party or parties without the express written consent of Company; provided however, the rights, benefits, privileges, obligations and responsibilities of Company shall be transferable, and all covenants and agreements hereunder shall endure to the benefit of, and be enforceable by, or against its successors and assigns.
- 6. It is understood and agreed that Consultant remains an independent contractor retaining sole control of the manner and means of performing this Agreement, and under no circumstances is Consultant to be considered an employee, agent or partner of Company. Consultant agrees to protect, defend, indemnify, and hold Company free and harmless from and against any and all claims, liabilities, demands and causes of action arising out of or incidental to the negligence or misconduct of Consultant, or any acts performed by Consultant that not within the scope of the Consultant's services, as described herein, or acts that are not authorized by the Company, during the performance of this Agreement.
- 7. While Consultant is performing consulting services for the Company, Consultant may become privy to Company's confidential Information, which for the purpose of this Agreement is Information identified as confidential by Company at the time of disclosure or is of such nature that a reasonable person with Consultant's background and experience would recognize it as confidential. Except to the extent authorized in writing, Consultant will use such Information solely in connection with consulting for the Company and will not disclose or transfer to any third party any of the Information hereunder furnished by Company.
- 8. Official communications by Consultant to Company are to be directed to:

Metcalf & Eddy, Inc.
701 Edgewater
Wakefield, MA 01880
Attention: (b)(6), (b) (7)(C)
President
Phone (b)(6), (b) (7)

All communications by COMPANY to Consultant are to be directed to:

Maestro Associates

9. Consultant agrees as follows:

a. Consultant represents and warrants that no part of any consulting fee or other payment received by it from the Company will be offered or promised to, shared with or paid to, directly or indirectly, any official, employee or agent of any government, government agency or government-controlled corporation, or to any political party or candidate for public office, or to any client or any officer, employee, agent or owner of any client.

- b. Consultant represents and warrants that no part of any consulting fee or other payment received by it from the Company will be offered or promised to, shared with or paid to, directly or indirectly, any director, officer, employee or agent of the Company or any of its parent, subsidiary or affiliated companies.
- c. Consultant represents and warrants that neither it nor its employees are officials or employees of any government or any political party and are not candidates for a political office or subject to any duty to any governmental agency or any other person entity that is in conflict with, or that would prevent it from performing, its responsibilities hereunder.
- d. Consultant represents and warrants that he shall, at all times during the performance of the services described in this Agreement, comply with all applicable state, federal and local laws, rules, regulations and ordinances relating to this activities, including, but not limited to the Foreign Corrupt Practices Act.
- 10. Consultant represents and acknowledges that, while the Consultant may perform services on behalf of other clients that are similar to the services described in Paragraph 2 of this Agreement, the Consultant shall be prohibited from performing services similar to the services described in Paragraph 2 herein on behalf of another individual or entity that would be adverse to the interests of the Company, or that would conflict with the business interests of the Company.
- 11. This Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts, U.S.A.
- 12. This Agreement represents the entire agreement between the parties hereto and supersedes any oral or written understandings heretofore entered into by or on account of the parties and may not be changed, modified or amended except in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:	METCALF & EDDY, INC.			
Secretary	. President	•		
WITNESS:	CONSULTANT By:			

REQUEST FOR CHECK		Date: April 14, 2004				
Payable To	Kilpatrick Civi	Kilpatrick Civic Fund				
Address:	c/o Pepper Hai	milton LLP		•		
City:	Detroit	State MI	Zip	48243		
Amount:	\$ 10,000.00	Charge to Account No.		9301.62.51.002. 0000		
Or Charge 1	io:					
For: Kilpat	rick Civic Fund		·			
Check need	ded by: April 14, 2	2004				
Requested by: (b)(6), (b) (7)(C)		Approved by: (b)(6), (b) (7)		Check Issued by:		
				Check No.		

PLEASE RETURN CHECK TO (b)(6), (b) (7)(C) THANKS:

138156 044-930) 57002 841179929 4/14 CALIFORNIA DATAGRAPHICS (310) 479-4179 .

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EXPLANATION OF ADDITIONAL SECURITY FEATURES INDICATED ON REVERSE SIDE

DETACH AND RETAIN THIS STATEMENT

Nο 11737

INVOICE DATE	- INVOICE NO.	DESCRIPTION	AMOUNT
4/14/04 d	Ö4/14/04	-	\$10,000.00
, AS6	2004 APR 30		
		Record Manual	K 04/30/04



From: - Joseph Gr. Moss, JA.	
Please deliver to: (b)(6), (b) (7)(c)	,
Location CTE	
Fax/Phone 312-861.4085	

(b)(6), (b) (7)(C)				
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TOTAL NUMBER OF PAGES SENT (INCLUDING COVER SHEET): _________
Please call 404.685.3561 IF YOU DO NOT RECEIVE TOTAL NUMBER OF PAGES SENT

METCALF & EDDY - 1201 Peachtree Street, N. E. 400 Colony Square, Suite 1104 Ph ~ (b)(6), (b) (7) /Fax - 404.881.6329

Pepper Hamilton LP

(b)(6), (b)

100 Renaissance Conter Dateois, MT 48243-1157 314 259,7110 Far 313,259,7976

313-303-7458 phillipso@poperizor.com

March 3, 2004

Kulpatrick Civic Fund, Inc. Rc:

To Whom It May Concern:

You requested background on the nature, purposes and activities of the Kilyatrick Civic Fund, Inc. (the "Civic Fund"). The Civic Fund is a Michigan nonprofit corporation which is exempt from federal income tax under Section 501(a) of the Internal Revenue Corle. The U.S. Department of Treasury, Internal Revenue Service classifies the Civic Fund as a 501(c)(4) organization, thus while it is not subject to tax, contributions are not tax deductible. The Civic Pund is governed by it's Board of Directors and officers.

The Civic Fund was organized for the following purposes:

- Promote community activities that (i) enhance Detroit neighborhoods and/or (ii) contribute to the betterment of Detroit and surrousaling community children;
- Provide information to Michigan residents shout legislative issues affecting their lives;
 - Educate Devoit residents on the importance of voting; c.
- Participate in those activities that contribute to the redevelopment of a positive image of Detroit or Length the northwest Detroit community at large; and
- Support crime prevention or economic empowerment initiatives within F., northwest Detroit.

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Joth Firen 100 Renaissance Contor Detroit, MI 48243-1157 313.259.7110 Par 313,259,7926 www.pepperlaw.com

FAX INFORMATION SHEET

Oste:

March 3, 2004

ID Number:

61967

Identifier:

172753-2

Recipient's Name

Company

General Number

Fax Number

404.881.6329

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Sender's Direct Line: Sender's Email Address:

Apepparlaw.com

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